

EXHIBIT 1

RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of **\$75,000.00**, the undersigned Alonna Mitsch hereby releases and forever discharges Kyle Green, Ken Le, Andrew Braun, and the City of Portland, its agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter “the City of Portland”) from any and all claims for damages and/or injuries from or relating to the August 17, 2019 incident described in the Complaint, Alonna Mitsch v. City of Portland, U.S. District Court—District of Oregon, Portland Division Case No.3:21-cv-01222-SB.

II

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned under this agreement is not to be construed as an admission of liability. The City of Portland expressly denies liability to the undersigned, or any other person for injuries or damages arising out of the aforementioned incident or lawsuit.

III

IT IS UNDERSTOOD AND AGREED that this agreement releases the City of Portland from any and all claims arising out of the above-described causes of action, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers’ compensation liens, liens of the State of Oregon Department of Human Services and all other liens against the above-described causes of action at the time of execution hereof.

IV

THE UNDERSIGNED AGREES AND WARRANTS that she has confirmed that there is no Medicare or Medicaid interest in this settlement. In the event that there is any Medicare or Medicaid interest, Alonna Mitsch agrees that satisfaction of such interest shall be her sole and exclusive responsibility. Alonna Mitsch waives, releases, and forever discharges the City of Portland from any obligations for any claims, known or unknown, arising out of any failure to account for Medicare or Medicaid interests in this settlement, and agrees to defend and hold the City of Portland harmless from any such claims.

V

THE UNDERSIGNED AGREES AND WARRANTS that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Alonna Mitsch will hold the City of Portland, its agents, employees and assigns harmless from any claim for any such expense whenever incurred and, if any suit is filed against the City of Portland to collect such claim, Alonna Mitsch will accept the tender of defense of any such claim, defend it at her expense and pay any judgment entered therein and agree to compensate the City of Portland for any expense or liability incurred as a result of the filing of such suit.

VI

THE UNDERSIGNED HEREBY DECLARES that she has read this Release and Hold Harmless Agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-described incident, in whatever legal form or theory she might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the complaint of Alonna Mitsch in the U.S. District Court District of Oregon Portland Division, entitled:

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

ALONNA MITSCH, an individual, PLAINTIFF, v. CITY OF PORTLAND, a municipal corporation, KYLE GREEN in his individual capacity, KEN LE in his individual capacity, and ANDREW BRAUN in his individual capacity, DEFENDANTS.	3:21-cv-01222-SB COMPLAINT 42 USC § 1983 Civil Rights Actions- Violation Of Equal Protection, Unlawful Retaliation Against Speech; False Arrest (State Tort); Assault (State Tort); Battery (State Tort); DEMAND FOR JURY TRIAL
---	--

VII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known losses and damages, but any further losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof.

VIII

THE TERMS SET FORTH HEREIN are contractual and not a mere recital. This Release and Settlement Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Oregon. If any provision or any part thereof, of this Release and Settlement Agreement shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, then the remainder of this Release and Settlement Agreement shall not be affected thereby.

